

STATE OF MONTANA TERM CONTRACT

Department Of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529

T.C. # 451-B DRUG/ALCOHOL TESTING PROGRAM This is a non-exclusive contract.

CONTRACT PERIOD	FROM	JULY 1, 2004	CONTRACT YEAR	NEW ()
	TO	JUNE 30, 2005		RENEW (XX) 6 TH RENEWAL, 7 TH & FINAL YR
VENDOR ADDRESS	ANDERSON PARAMEDICAL SERVICES dba MONTANA CHEMNET CONSORTIUM 1302 AVENUE D BILLINGS MT 59102		ORDER ADDRESS	
ATTN:	KIM ANDERSON		ATTN:	
PHONE:	(406) 245-6840 (800) 597-1703		PHONE:	
FAX:	(406) 245-6402		FAX:	

PRICES: CHANGED PER CONTRACT RENEWAL

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB/RFP No.:

9854B

PENNY MOON, Contracts Officer

Date:

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT

Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number **MUST** appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities

Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

DRUG/ALCOHOL TESTING PROGRAM

1.0 CONTRACT INTENT

This agreement shall provide comprehensive services for a Drug and Alcohol Testing Program (providing indefinite quantities), including but not limited to: a) development of drug and alcohol testing procedures; b) collection of drug and alcohol screen samples for participating employer's employees with a Commercial Drivers License in a safety sensitive position; c) Medical Review Services for drug screens; and d) other directly related services upon request by the State. These services shall be in conformance with this agreement, RFP #9854-B, all negotiations and clarifications.

This agreement has been developed pursuant to drug testing requirements of the DOT Controlled Substances and Alcohol Use and Testing 49 CFR 382 and the Omnibus Transportation Employee Testing Act of 1991, Department of Transportation (DOT) 49 CFR Part 40, drug and alcohol testing rules published February 15, 1994.

For the term of the Contract, the participating employer shall pay the contractor, as compensation of the services provided, a specified price per test according to the components of the Drug and Alcohol Testing Program and for other services according to the attached fee schedule.

2.0 STANDARD TERMS AND CONDITIONS**2.1 Contract Term/Renewal**

The term of the contract shall be from July 1, 2004 through June 30, 2005.

The Contractor and the State, agree that the contract may, upon mutual agreement and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years. This extension is dependent upon legislative appropriations and in no case will this contract run longer than the periods stated above. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Prices shall remain firm for the duration of the contract period. Reasonable price changes may be made after the initial contract period, provided the Contractor provides satisfactory documentation to the State within six (6) months prior to any contract extension. Any request for price increase in conjunction with the annual extension periods shall be limited to a maximum of three percent (3%) of the original contract price.

The State will evaluate this information to determine if the pricing is considered fair and reasonable. Any price adjustment agreed to by each party, shall remain in effect throughout the extension period. The parties recognize that such changes could be increases or decreases in the price.

2.2 Contract Modifications

The Scope of Work to be done under the contract shall be subject to modification and supplementation by written agreement of the State and the Contractor. Any such modification must be mutually agreed to by and between the State and the Contractor, and shall be incorporated in written amendments to the contract.

DRUG/ALCOHOL TESTING PROGRAM

2.3 Contract Termination

The State, by written notice to the contractor, may at any time immediately terminate the whole or any part of this contract if the Contractor fails to:

a. perform the services within the terms of this contract; b. perform any requirement of this contract; c. perform its contractual duties or responsibilities specified in the standards of contract performance defined in the contract; or d. comply with any law, regulation, or licensing/credential requirement.

2.4 Venue

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Reference 18-1-401, MCA)

2.5 Access and Retention of Records

The Contractor agrees to provide the Legislative Fiscal Analyst, Legislative auditor or their authorized agents access to any records necessary to determine if the contract has been complied with. (Reference 18-1-118, MCA)

The Contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exemption relating to this contract taken by the State of Montana or third party. (Additionally reference section 8.10)

2.6 Assignment and Transfer

Contractor shall not subcontract or assign its obligations under this contract without prior written consent of the State and, if such subcontracting is approved, all requirements of the contract shall be binding to the subcontractor.

2.7 Hold Harmless/Indemnification

The Contractor agrees to be financially responsible for any audit exception or other financial loss to the State of Montana which occurs due to the negligence, intentional acts, or failure for any reason, to comply by the Contractor and/or its agents, employees, subcontractor, or representative with the terms of the contract.

The Contractor further agrees to protect, defend, and save the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character. This includes the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omission of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, subcontractor or representative under this agreement.

DRUG/ALCOHOL TESTING PROGRAM

2.8 Insurance Requirements

Contractor shall be required to procure and maintain for the duration of the contract, at its cost and expense, insurance against all claims for injuries to persons or damages to property including contractual liability which may arise from or in connection with the performance of the work performed by the Contractor, his agents, representative, employees or subcontractors under this agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servant.

Professional Liability

Services delivered pursuant to an agreement, which either directly or indirectly involve or require providing professional services, Professional Liability Errors and Omissions Insurance shall be required. "Professional Services" for purpose of this contract section, shall mean any services provided by a physician, psychologist, architect, or other licensed professional. Coverage shall be at a minimum of \$1,000,000 Combined Single Limit Per Occurrence and \$3,000,000 Aggregate Single Limit Per Occurrence.

General Liability

The Contractor's insurance coverage shall be primary insurance as respects to the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

General Liability coverage shall be at a minimum of \$1,000,000 Combined single Limit Per Occurrence and \$2,000,000 Aggregate Single Limit Per Occurrence.

Insurance is to be placed with insurers having a Best's rating of no less than A.

Automobile Liability

The Contractor's insurance coverage shall be primary insurance as respects to the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Automobile Liability coverage shall be at a minimum of \$1,000,000 Combined Single Limit Per Occurrence and \$2,000,000 Aggregate Single Limit Per Occurrence.

Contractor has furnished the State with certificates of insurance.

2.9 Workers' Compensation/Independent Contractors Exemption

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

DRUG/ALCOHOL TESTING PROGRAM

In addition, the Contractor will at all times comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Contractor's policy shall be endorsed to state that the insurer shall agree to waive all rights of subrogation against the state, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable workers compensation and occupational disease laws, statutes, and regulations and incurs fines or is required by law to provide benefits to such employees, or to obtain coverage for such employees, Contractor will indemnify the State for such fines, payment of benefits to the Contractor or subcontractor employees of their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to the State by the Contractor pursuant to this indemnity may be deducted from any payments owed by the State to the Contractor for performance of this agreement.

2.10 Withholding of Payment for Failure to Perform

A participating employer may, at its discretion, withhold payments to the Contractor if the Contractor does not perform in accordance with the requirements of the contract.

2.11 News Releases

News releases, advertising or published information pertaining to this procurement may not be made without prior written approval from the State.

2.12 Civil Rights**Federal Authority**

The Contractor shall comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

Discrimination

Persons may not, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or disability be excluded from employment in, denied participation in, denied benefits from, or otherwise subjected to discrimination under any program or activity connected with the implementation of this contract. The Contractor shall use hiring processes that foster the employment and advancement of qualified persons with disabilities.

2.13 Contract Performance Security

Contract performance security in the form of a Irrevocable Letter of Credit, #1998-11, in the amount of \$12,500.00 has been received by the State Procurement Bureau and will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period, including any extensions.

DRUG/ALCOHOL TESTING PROGRAM

3.0 SCOPE OF SERVICES**3.1 General**

Provide drug and alcohol testing for the State of Montana Agencies, including political subdivisions, school districts, tribal governments, carriers employees and prospective employees subject to 49 CFR Part 382.

Drug and alcohol testing shall be performed in compliance with FHWA and FTA regulations in accordance with the terms, conditions and specifications defined herein, during the term of the contract.

The Contractor shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing.

The following functions are covered under the federal regulations and shall be performed and/or provided by the Contractor as appropriate in accordance with 49 CFR Part 382, 49 CFR Part 40.

Alcohol Testing	MRO Verification
Drug Testing	Blind Proficiency Testing
Random Selection Data	Management Information System
Collection Site Management	Legally Defensible Records Management
Result Reporting	

The drug and alcohol testing program shall include, but is not limited to the following tests and procedures for the categories listed below which are covered under 49 CFR part 40:

3.1.1 Required Tests

- Pre-employment
- Reasonable suspicion
- Post accident
- Random testing
- Return to duty
- Follow-up testing

3.1.2 Other tests that may be required by changes in the regulations by mutual agreement of the employer and contractor.

4.0 TECHNICAL SPECIFICATIONS**4.1 Initial Tests**

The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

DRUG/ALCOHOL TESTING PROGRAM

<u>Drug</u>	<u>Initial test cutoff levels (ng/ml)</u>
Marijuana Metabolites	50
Cocaine Metabolites	150
Opiate Metabolites	300*
Phencyclidine	25
Amphetamines	1000

*25 ng/ml if immunoassay specific for free morphine

4.2 Confirmation Tests

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value".

4.3 Drug Confirmatory test cutoff levels (ng/ml)

Marijuana Metabolites (1)	15
Cocaine Metabolites (2)	150
Opiates	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamine	
Amphetamine	500
Methamphetamine	500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyl ecgonine

(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200

4.4 Chain of Custody

In all of the above categories of testing, the laboratory must maintain an impeccable chain of custody in accordance with 49CFR40.25 through all stages of the drug testing process so that the integrity of the evidence will be preserved.

4.5 Provided Products

Individual pre-packaged specimen bottles, tamper evident tape and tamper evident bags shall be provided to ensure a legally defensible record of specimen transfer from initial collection to arrival at the laboratory. The laboratory must follow the Department of Transportation Guidelines for drug testing and the Department of Health and Human Services standards for drug testing.

DRUG/ALCOHOL TESTING PROGRAM

The Contractor shall provide and utilize FDA approved split sample collection kits and all medical supplies associated with the collection of urine specimens, including, but not limited to urine collection kits and DOT chain of custody forms.

4.6 Courier Collection

The Contractor shall arrange for courier service to pick up all specimens at the designated medical clinic or other collection locations on a daily basis. Courier service shall be provided at the Contractor's expense if the Contractor chooses to utilize this type of service. All costs must be reflected in the "Price per Test" as indicated further in the RFP.

5.0 CONTRACT REQUIREMENTS

5.1 Random Drug Screens

The contractor must use a random number generator to select employees to participate in random tests. At least 50% of the employees within the employers' pool must be tested for drugs. The contractor must select a sufficient number of employees to meet this requirement, notwithstanding employees' absences.

5.2 Alcohol Testing Requirements

The contractor must provide alcohol testing in accordance with 49 CFR Part 40 Subpart C. The contractor shall provide all necessary equipment, personnel and materials for breath testing at the locations where testing is to be conducted.

The contractor's random selection plan for alcohol testing must include fifty percent (50%) of the employees selected for random drug test to also be subject to an alcohol test.

5.3 Specimen Collection

The Contractor shall provide primary collection sites for collecting and storing of urine specimens and testing for alcohol off-site from participating employer work sites, and ensure confidentiality. The contractor **may not** use the department restroom facilities for urine specimen collections. Collection sites should be located within 30 minutes of the work sites listed in Appendix A. In remote areas where collection facilities are not within 30 minutes, the Contractor may use a mobile collection vehicle or on-site collection facilities if all conditions of the facilities and privacy, confidentiality and chain of custody are met in accordance with 49CFR40.25.

Collection and testing sites must be acceptable to the State and be mutually agreed upon by the State and the Contractor before the collection site can become a permanent site for this contract.

Collection facilities shall provide scheduled service Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day with hours between 7:00 AM through 7:00 PM.

The Contractor shall also provide a 24-hour specimen collection for post-accident and reasonable suspicion testing on an as-needed basis. The contractor shall supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours.

DRUG/ALCOHOL TESTING PROGRAM

Both the office hours and telephone numbers for each collection site will be included on the collection site listing submitted with the proposal.

Collection site personnel shall be trained in compliance with 49 CFR Part 40 and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing. Contractor must provide an outline of training to be provided to the collection sites.

The facilities engaged in the testing shall have a temperature-controlled environment and provide an adequate waiting room for employees.

The employees shall not be required to wait more than 30 minutes from check in for the scheduled test to begin. Post accident and reasonable suspicion tests shall begin within fifteen (15) minutes of the employee's arrival at the collection site. The Contractor shall provide adequate free parking near the facility.

The Contractor shall provide over night transportation for all specimens to the appropriate testing laboratory. The Contractor's proposal shall specify how overnight transportation of specimens will be forwarded to the testing laboratories.

The Contractor shall submit blind performance test specimens to the laboratory in accordance with Federal regulations. The Contractor shall specify the method of compliance with the blind specimen requirements of the program.

Sites for alcohol testing shall have trained Breath Alcohol Technicians (BAT) meeting DOT regulations. Evidential breath testing (EBT) and calibration devices and procedures must meet the specifications cited in 49 CFR 40.53, and must appear on the National Highway Safety Administration's September 17, 1993 conforming products lists. EBTs that have withstood court tests are preferred.

The Contractor shall specify the procedures to be utilized for alcohol testing. Such procedures must conform to DOT regulations. Contractors shall also provide details of the qualifications and training of its Breath Alcohol Technicians (BAT).

5.4 Laboratory Services

The laboratory utilized by the Contractor shall be currently certified by DHHS/SAMHSA (Department of Health and Human Services). The date of certification and proof of certification by DHHS must be submitted with the proposal. Information relating to any certification suspensions of the laboratory must also be included.

Qualifications and licenses of laboratory director and key personnel must be included with the proposal.

The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets DOT regulations.

The laboratory shall maintain pertinent records for the appropriate period of time to comply with DOT regulations, and shall supply such records to the participating employers upon written request.

DRUG/ALCOHOL TESTING PROGRAM

Detection limits shall comply with DOT regulations and the laboratory shall notify participating employer and employee. Quantification of positive tests will be available to the employee under circumstances cited in 49CFR40.29.

Report confirmed positive and negative test results for controlled substances to the employer within 48 hours of receipt of the specimen by the laboratory. The contractor must inform the employer if turnaround time for test specimen will exceed 48 hours.

The laboratory shall prepare and provide to each participating employer, quarterly reports within 15 days of the end of the quarter, summarizing the urinalysis testing in accordance with 49 CFR Part 382.403, and prepare a detailed calendar year ending summary of all tests results by January 15th of the next year for employer drug testing programs when requested by DOT, according to DOT regulations.

The laboratory shall have a quality control program in accordance with DOT **regulations**, and submit a description of the quality control program with the proposal.

The Contractor shall specify the record keeping system the laboratory will utilize, including fail-safe back-up procedures to prevent loss of documentation due to any circumstances.

The Contractor shall submit the location, days of week and hours of operation of the qualified laboratory.

5.5 Medical Review Officer (MRO) Services

The Contractor shall provide, as part of their services, a Certified **Medical Review Officer (MRO)**. The MRO shall be a licensed physician with knowledge of substance abuse disorders and has appropriate medical training necessary to interpret and evaluate controlled substances test results. The contractor shall provide certification documentation with proposal.

The MRO shall be certified by one or more of the three recognized MRO authorities. These are the American Association of Medical Review Officers, The American Society of Addiction Medicine, or the American College of Occupational and Environmental Medicine.

Positive test results shall be provided to the State program administrator or designee immediately upon confirmation by the MRO, but not later than 48 hours after receipt of the specimen by the laboratory. The contractor must inform the employer if turnaround time for positive test result confirmation will exceed 48 hours.

Contractor shall provide the location and hours of operation of the MRO(s) and shall provide a regular and emergency telephone number of each.

5.6 Confidentiality

The laboratory shall maintain strict confidentiality of all test results in accordance with 49 CFR Part 382, Subpart D of the DOT regulations. This confidentiality shall be maintained at all times and demonstrated by:

- a. Storing all specimens that test verified for drugs in a secure locked freezer for one (1) year, or as required by law. Evidence shall be stored in the original specimen container in which it arrived in order to guard against claims of improperly conducted testing.

DRUG/ALCOHOL TESTING PROGRAM

- b. Storing test results and chain of custody documents for five years or as required by law, in a secure area, complying with legal requirements.
- c. Reporting test results to the participating employer or designee via a confidential teleprinter or other means, as appropriate, on a daily basis. The Proposer must indicate a suggested type to be utilized and also include any costs to the State if applicable.
- d. Any specimen that has a chain of custody problem is tested only with prior approval from the participating employer.

5.7 Alcohol Testing Requirements

The Contractor shall provide alcohol testing in accordance with 49 CFR Part 40 Subpart C. The Contractor shall provide all necessary equipment, personnel and materials for breath testing at the locations where testing is to be conducted.

The Contractor's random selection plan for alcohol testing must include fifty percent (50%) of the employees selected for random drug tests to also be subject to alcohol tests. It is estimated that approximately 300 breath tests for alcohol will be given per year.

The proposal must also contain a plan for performing reasonable suspicion and post accident alcohol testing for participating employers, at multiple locations, within two hours of accident or request for testing. If mobile collection facilities are to be used, the facility must afford visual and aural privacy to the individual being tested.

5.8 Reports

All drug and alcohol test results shall be forwarded to the participating employer's contact or designee on a daily basis via a confidential Teleprinter, or other means as appropriate. Again, the Proposer must indicate the suggested type of means to be utilized and include cost to the State if applicable.

The Contractor shall ensure that all drug and alcohol tests have a maximum of 48 hours turn-around time for test results.

5.9 Consultation Services

The Contractor shall be required to provide training and consultation services on an as-needed basis to the participating employers in the following areas:

- a. The Laboratories' corporate account manager (or designee) must be available to the participating employers on a daily basis, to answer questions and resolve problems. The Contractor shall bill each participating employer separately for testing and record keeping services rendered.
- b. Provide expert testimony on all laboratory testing procedures in cases of litigation or arbitration on an as-needed basis by participating employers.

DRUG/ALCOHOL TESTING PROGRAM

- c. Upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, GC/MS data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the conformation gas chromatography/mass spectrometry test.

*Consultation services shall be provided by the Contractor only on a preapproved basis at the request of the participating employer or designee. Reasonable travel and/or miscellaneous expenses shall be reimbursed to the Contractor as applicable.

5.10 Record Retention

The Contractor shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with DOT regulations and accepted professional practice and appropriate accounting procedures.

Records to be maintained one (1) year:

- A. Records of test results less than 0.02 for alcohol.
- B. Records of verified negative drug test results.

Records to be maintained for two (2) years:

- A. Records related to the collection process, except calibration of evidentiary breath testing devices.
- B. Documents relating to random selection process.

Records to be maintained for five (5) years:

- A. Alcohol test results greater than 0.02.
- B. Verified positive results.
- C. Refusals to submit to alcohol and controlled substance tests.
- D. Calibration data on evidential breath testing devices (EBT).
- E. Substance abuse professional's evaluations and referrals.
- F. Annual summaries.

The contractor shall provide any or all records produced or held in execution of this agreement within 10 days of written notice by a participation employer.

FEE SCHEDULE**Initial Drug Tests**

All drug testing fees are for initial 5 panel tests (with or without confirmation) to include all clerical, reporting, testing, MRO service, supplies, kits, forms, record keeping, collection, transporting, reporting and other costs surrounding the completion of a drug or alcohol screen. A 5-panel test includes testing for Marijuana, Cocaine, Opiates, POP, and Amphetamines.

DRUG/ALCOHOL TESTING PROGRAM**I. WALK-IN SERVICE** (Monday - Friday 8:00 a.m. - 5:00 p.m.)

A. DRUG SCREEN \$45.00

B. BREATH ALCOHOL TEST (EBT)

EBT Screen \$41.00

II. SPLIT SAMPLE TESTING

A. All \$75.00

The MRO office will require the donor to pre-pay for this service unless otherwise requested by the participating employer in which case MCC will bill the participating employer directly.

III. MOBILE (Client's site or MCC office after hours)

Sundays & Holidays are at 1.5 x the below rates.

8:00 a.m. 5:01 p.m.
5:00 p.m. 7:59 a.m.

A. DRUG SCREEN

Initial Collection	\$51.00	\$70.00
Additional Collections	\$45.00	\$47.00

B. EBT SCREEN

Initial Collection	\$56.00	\$72.00
Additional Collection	\$41.00	\$51.00

IV. MILEAGE (round trip less 40 miles)

.51/Mile

With participating employers authorization to travel

V. WAIT TIME (billed in 15 minute intervals) \$31.00/hour

Wait time is applicable only when the delay was caused due to anything other than the collector and will not be charged for in-office collections during normal business hours.

VI. EMERGENCY SERVICE RATER

Post accident and reasonable suspicion where less than 24 hours notice is given for the collection.

DRUG/ALCOHOL TESTING PROGRAM

A. IN OFFICE (Monday - Friday 8:00 a.m. - 5:00 p.m.)

Drug Screen	\$51.00
EBT Screen	\$57.00

B. MOBILE (Below in addition to standard collection rates)

Rate per collector, 2 hour minimum	\$77.00/hour
Rate per collector, Additional Hours	\$51.00/hour

VII. NO-SHOW CHARGES

A. MCC will be paid for all "no-shows". A "no-show" is defined as one of the following.

1. A donor who appears at an MCC location without appropriate ID, causing service not to take place.
2. A donor who fails to appear for a scheduled service without a cancellation notice or a notice that comes too late to stop the collector from leaving for the screen.

VIII. RANDOM SELECTION

Fees include all database management, additions or deletions of employees, quarterly selection and notification, setting and tracking of quotas, and quarterly and annual reporting. MCC will also make available at any time all paperwork, reports, figures, and employee lists to the participating employer without additional costs as requested. MCC has and will continue to cooperate with the Montana Highway Patrol in its efforts to audit and administer policies with all of Montana's employers at no additional costs.

IX. Supervisor and Employee Training

MCC is available to perform supervisor and or employee training, employee seminars, and hospital in service if requested. MCC periodically holds supervisor training sessions open to the public. Each attendee receives a wallet card or a certificate of participation suitable for framing. Training includes written materials, video presentation, role playing, questions and answer, and lecture.

MCC offers various sessions that can range from two (2) hour to six (6) hours. All supervisor training contains a minimum of sixty (60) minutes on controlled substance use and sixty (60) minutes in alcohol misuse sufficient to fulfill the requirement in the Federal Register, Vol. 59, No. 31, Part VII, Section 382-603, p. 7514.

A. ON-SITE

Per Participant	\$20.60
Minimum Group Charge	\$257.50

DRUG/ALCOHOL TESTING PROGRAM

Travel Expenses Varies
At current state rate for meals and reasonable lodging charges for room and accommodation tax.

B. PUBLIC SEMINAR

Per Participant, Pre-Registered \$20.00

Par Participant, Walk In \$25.00

X. Supervisory and Reasonable Suspicion Training

See above section for rates and explanation.

XI. Confirmation Drug Tests

All confirmatory test fees are included in the initial drug test fees.

XII. Reasonable Suspicion Training

See above section for rates and explanation. These rates are all inclusive. There will be no additional fees to participating employers for materials, video usage, certificates or other items associated with training. MCC provides or refers participating employers to sources for additional written and video materials should they chose to purchase those items. Costs vary widely from free and up based on the source and the desired materials. MCC will not ship nor bill for extra materials without the express permission of the participating employer.

DRUG/ALCOHOL TESTING PROGRAM**APPENDIX A**

The figures below indicate the approximate numbers of subject people in each county. Because of distance, some people located in one county may be closer to a collection site in another county. Winter road conditions may make it a better choice to send someone to a site slightly further away. The numbers shown below are for calendar year 1995 (see table 1 below), these numbers will be increased for 1996 as shown in table 2. The figures include employees for cities, counties, school districts and the state. These figures do not actual usage for the proposed contract period. These figures are informational only, and do not constitute a minimum usage. The state cannot guarantee any usage from this contract.

Table 1

County	Nos	County	Nos	County	Nos
Missoula	104	Mineral	24	Lake	11
Sanders	14	Granite	10	Glacier	18
Flathead	146	Lincoln	16	McCone	4
Garfield	7	Richland	4	Prairie	3
Wibaux	2	Dawson	20	Custer	26
Fallon	6	Rosebud	11	Wolf Point	17
Sheridan	7	Valley	7	Phillips	4
Powder River	5	Hill	19	Cascade	93
Lewis & Clark	88	B-Silver Bow	96	Gallatin	108
Yellowstone	103	Fergus	31	Teton	6
Liberty	2	Choteau	4	Toole	11
Meagher	8	Pondera	5	Blaine	2
Jefferson	19	Powell	14	Beaverhead	18
Broadwater	6	Madison	13	Park	11
Big Horn	12	Carbon	6	Stillwater	10
Fergus	24	Petroleum	3	Musselshell	5
Golden Valley	2	Wheatland	4		

Table 2

Add the following numbers to the statistics above for calendar year 1996.

School districts - Add 2200 statewide
 Counties - Add 700 statewide
 Cities and towns - Unknown to date